

RESOLUTION NO. 1798

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA,  
APPROVING AN EMPLOYMENT AGREEMENT  
BETWEEN INTERIM TOWN MANAGER PAMELA  
BRANGACCIO AND THE TOWN; AND PROVIDING  
AN EFFECTIVE DATE**

**WHEREAS**, on December 11, 2007, the Town Commission appointed Pamela Brangaccio. As Interim Town Manager until a search has been completed for a permanent Town Manager; and

**WHEREAS**, Pamela Brangaccio agreed to accept the same terms and conditions set forth in the Employment Agreement of the prior Town Manager;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION  
OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Approval of Employment Agreement.** The Employment Agreement between Pamela Brangaccio and the Town attached hereto as Exhibit "A" be, and the same is, hereby approved. The terms of said Agreement, however, shall be made retroactive to December 15.

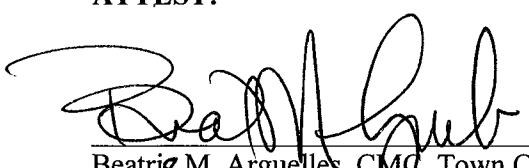
**Section 2. Authorization to Execute.** The Mayor is hereby authorized to execute the Employment Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.


**PASSED AND ADOPTED** this 8<sup>th</sup> day of January 2008.

**ATTEST:**

\_\_\_\_\_  
Charles W. Burkett, Mayor

  
Beatriz M. Arguelles, CMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Lynn M. Dannheisser, Town Attorney

**EMPLOYMENT AGREEMENT**  
**INTERIM TOWN MANAGER**

This Employment Agreement ("Agreement") is made and entered into this \_\_\_\_ day of December, 2007, between the Town of Surfside, a Florida municipal corporation, (the "Town") and Pamela Brangaccio ("Brangaccio" or "Town Manager") as Interim Town Manager.

**RECITALS:**

**WHEREAS**, on December 11, 2007, the Town approved a month to month contract between the Town and the Interim Town Manager, as Chief Administrative Officer of the Town on the same terms and conditions as the previous town manager; and

**WHEREAS**, Brangaccio has agreed to accept an interim town manager position based on those terms;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement the parties agree as follows:

**Section 1. Recitals.**

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Duties.**

2.1. The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Town Code.

2.2. The Town Manager shall carry out the policy directives of the Town Commission.

2.3. Upon request of the Town Commission, the Town Manager shall provide the Town Commission with a report, which shall include a list of directives from the Town Commission and the status of achievement of the same.

2.4. The Town Manager shall perform such other duties as may be assigned by the Town Commission from time to time.

### **Section 3. Salary.**

The Town Manager shall receive a month to month salary based on the former Town Manager's salary in the amount of \$132, 600 payable in equal installments in accordance with the Town's existing pay periods for that period of time Brangaccio serves as Interim Town Manager.

### **Section 4. Automobile.**

The Town shall provide the Town Manager a monthly automobile allowance of \$600.00.

### **Section 5. Holidays; Presence in Town.**

Because the Town Manager is accepting this job as an interim position and unless or until it would be a permanent position the terms of this paragraph as previously approved shall not apply except as follows:

a) The Town Manager shall be entitled to all Town recognized holidays.

b) It is understood that the Manager has consulting obligations outside of the Town and has no objection to it so long as she can perform her obligations hereunder. The Manager shall use her best efforts to be present in Surfside at least five (5) days a week Monday through Friday and on the weekends as professional obligations would dictate.

### **Section 6. Days.**

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

### **Section 7. Employment Non-Exclusive.**

The Town Manager shall not accept any other manager or other consulting obligations during the term of this Agreement without the prior approval of the Town Commission, provided however, it is recognized that the Manager may have previously incurred and continuing obligations, which she must satisfy. The Town has no objection so long as such outside obligations and duties will be accomplished on the Manager's free time and not during the normal workweek while she is Town Manager of Surfside and her performance shall not be compromised by said outside obligations. If the Commission in its sole discretion determines that performance is being affected, the Commission may require that Employee withdraw from those engagements.

### **Section 8. Term.**

This Agreement shall commence on December 15, 2007 ("Commencement Date"), and continue from month to month thereafter, unless terminated as provided in this Agreement.

## **Section 9. Termination.**

9.1. In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate this agreement at any time with thirty (30) days written notice at the Commission's sole discretion. If this Agreement is terminated, the Town Manager shall be paid for all work performed up to the date of termination in accordance with the terms hereunder.

9.2. In the event that the Town Manager voluntarily resigns during the Term of this Agreement, the Town Manager shall provide the Town with 30 days advance written notice, unless the parties agree in writing to a different period

## **Section 10. Conflict of Interest Prohibition.**

10.1. Town Manager shall not without the express prior approval of the Town Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Town, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

10.2. The Town Manager shall abide by the provisions of Chapter 112, Florida Statutes; the Code of Ethics for Public Officers and Employees; the Miami-Dade County Conflict of Interest and Code of Ethics; and the Town's Code of Interest Ordinance.

## **Section 11. Indemnification.**

Subject to the limitations of Section 768.28, Florida Statutes and to the extent authorized by law, the Town shall indemnify the Town Manager from claims of third parties for any liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees, for any act performed in good faith and for so long as the claim was not a result of the negligence, recklessness or intentional wrongful conduct of the Town Manager.

## **Section 12. Miscellaneous Provisions.**

12.1. Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.2. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

12.3. No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

12.4. Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

12.5. Governing Law. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in the Circuit Court in and for Miami- Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

12.6. Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Town Commission meeting. Notice shall be sent as follows:

For the Town:

Charles W. Burkett, Mayor  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154  
Telephone: (305) 861-4863  
Fax: (305) 861-1302

With a copy to:

Lynn M. Dannheisser  
Town Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske  
200 E. Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

For the Town Manager:

Pamela Brangaccio  
410 Sandy Hook Road  
Treasure Island, Fl 33701  
(727) 204-8095

**Section 13. WAIVER OF JURY TRIAL. BOTH THE TOWN AND THE TOWN MANAGER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.**

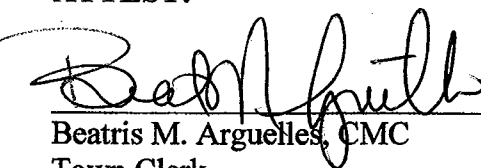
**IN WITNESS WHEREOF,** the Town, by signature of the Mayor as authorized by the Town Commission in accordance with a motion made and seconded to accept this employment arrangement passed on December 11, 2007 and Town Manager have signed and executed this Agreement the day and year first above written.

**TOWN OF SURFSIDE**

By: \_\_\_\_\_

Charles W. Burkett, Mayor

**ATTEST:**

  
Beatris M. Arguelles, CMC  
Town Clerk

**APPROVED AND TO FORM AND  
LEGAL SUFFICIENCY:**

  
Lynn M. Dannheisser, Town Attorney

**TOWN MANAGER**

  
Pamela Brangaccio